

**STATEMENT UNDER 37 CFR § 3.73(b)**  
**and**  
**CHANGE OF CORRESPONDENCE ADDRESS**


Applicants : Jerome J. Workman, Jr., et al.  
App. No. : 10/617,915  
Filed : July 10, 2003  
For : NON-INVASIVE MEASURE-  
MENT OF ANALYTES  
Examiner : Laura J. Schuberg  
Group Art Unit : 1657

CERTIFICATE OF EFS WEB TRANSMISSION

I hereby certify that this correspondence, and any other attachment noted on the automated Acknowledgement Receipt, is being transmitted from within the Pacific Time zone to the Commissioner for Patents via the EFS Web server on:

May 15, 2007

(Date)

  
Karoline A. Delaney, Reg. No. 44,038

Commissioner for Patents  
P.O. Box 1450  
Alexandria, VA 22313-1450

Dear Sir:

This document is being filed with a copy of a "Revocation and General Power of Attorney" signed by the Assignee and sets forth the chain of title of the above-identified application.

Please recognize or change the correspondence address for the above-identified application to **Customer No. 20,995**.

Masimo Laboratories, Inc., a Corporation, is the Assignee of the entire right, title, and interest of the above-referenced application by virtue of:

A chain of title from the inventors to the current Assignee as shown by the following assignments:

1. The attached copy of the Assignment from Argose, Inc. to Masimo Laboratories, Inc. being forwarded to the Recordation Branch concurrently under separate cover; and

App. No. : 10/617,915  
Filed : July 10, 2003

Docket No. MLA.026CP  
Customer No. 20,995

2. The Assignment from Jerome James Workman, Jr. and Christopher R. Lambert to Argose, Inc. recorded in the United States Patent and Trademark Office on January 8, 2004, at Reel 014868, and Frame 0334.

The attached copy of the Assignment is being forwarded to the Recordation Branch concurrently under separate cover.

The undersigned is an agent of Customer Number 20995 and is authorized to act on behalf of the assignee as provided in the attached copy of the "Revocation and Power of Attorney." All correspondence is to be directed to **Customer No. 20,995**.

Respectfully submitted,  
KNOBBE, MARTENS, OLSON & BEAR, LLP

Dated: 15 May 2007

By: Karoline A. Delaney  
Karoline A. Delaney  
Registration No. 44,058  
Attorney of Record  
Customer No. 20,995  
(949) 760-0404

3327090  
011907

Docket No.: MLA-000GEN

Customer No. 20,995

**REVOCATION  
AND  
GENERAL POWER OF ATTORNEY**

Commissioner for Patents  
P.O. Box 1450  
Alexandria, VA 22313-1450

Dear Sir:

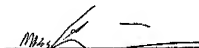
The undersigned is an empowered representative of the Assignee and hereby appoints the registrants of Knobbe, Martens, Olson & Bear, LLP, Customer No. 20,995, as attorneys and agents to represent the Assignee before the United States Patent and Trademark Office (USPTO) in connection with any and all patent applications assigned to the Assignee according to the USPTO assignment records or assignment documents supplied with an accompanying Statement Under 37 CFR § 3.73(b). This appointment is to be to the exclusion of the inventor(s) and his attorney(s) in accordance with the provisions of 37 CFR § 3.71.

All previous powers of attorney for the below-named Assignee are hereby revoked.

A Statement Under 37 CFR § 3.73(b), signed by a registrant of Knobbe, Martens, Olson & Bear, LLP, is attached setting forth a full chain of title for the subject application owned by the Assignee named below.

Please recognize or change the correspondence address for the application identified in the attached Statement to Customer No. 20,995.

By:



Date:

1-30-07

Name:

Massi E. Kiani

Title: President

Assignee: MASIMO LABORATORIES, INC.

Address: 40 Parker, Irvine, CA 92618

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2943227  
092006

## Assignment of Intellectual Property

THIS ASSIGNMENT is made as of March 17, 2006, between George L. Miller (the "Trustee") in his capacity as Chapter 7 Trustee of Argose, Incorporated ("Assignor") and Masimo Laboratories, Inc., a Delaware corporation ("Assignee"). Its effectiveness was contingent upon Bankruptcy Court approval of the Agreement of Assignment of Intellectual Property and Sale of Other Items, by and between George L. Miller, Chapter 7 Trustee to Argose, Incorporated and Masimo Laboratories, Inc., which approval has since been granted, as set forth below.

### WITNESSETH:

WHEREAS, Assignor is the sole owner of the entire right, title, and interest to certain new and useful improvements for which Assignor has executed the patents and patent applications listed in Exhibit I attached hereto (the "IP") (which is identical to the Exhibit A attached to that Agreement of Assignment of Intellectual Property and Sale of Other Items dated February 16, 2006, between the Assignor and the Assignee), and

WHEREAS, Assignee desires to purchase the IP and all rights related thereto.

NOW, THEREFORE, in consideration of the Order Approving Sale Of Assets dated March 17, 2006, in Bankruptcy No. 04-12533 (MFW), United States Bankruptcy Court for the District of Delaware, and for good and valuable consideration paid by Assignee to Assignor, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby acknowledges and confirms that it has sold, assigned, and transferred, and by these presents does hereby sell, assign, and transfer, unto Assignee, its successors, legal representatives, and assigns, the entire right, title, and interest throughout the world in, to, and under the said improvements, the said patents, and the said patent applications and all patents that may be granted thereon; and all provisional applications relating thereto, and all divisions, continuations, reissues, reexaminations, renewals, and extensions thereof, and all rights of priority under International Conventions and applications for Letters Patent that may hereafter be filed for said improvements or for the said patents or patent applications in any country or countries foreign to the United States; and Assignor hereby authorizes and requests the Commissioner of Patents of the United States, and any Official of any country foreign to the United States, whose duty it is to issue patents on applications as aforesaid, to issue all Letters Patent for said improvements and all Letters Patents resulting from the patents or patent applications to Assignee, its successors, legal representatives, and assigns, in accordance with the terms of this Assignment.

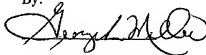
Assignor hereby acknowledges that it has assigned to Assignee, its successors, legal representatives, and hereby assigns all claims for damages and all remedies arising out of any violation of the rights assigned hereby that may have accrued prior to the

date of assignment to Assignee, or that may accrue hereafter, including, but not limited to, the right to sue for, collect, and retain damages for past infringements of the said patents before or after issuance;

Assignor hereby acknowledges that it has covenanted and agreed that it will communicate to Assignee, its successors, legal representatives, and assigns any facts known to Assignor respecting the patents and patent applications immediately upon becoming aware of those facts, and that it will testify in any legal proceeding involving any of the patents or patent applications, will sign all lawful papers, execute all divisional, continuing, and reissue applications, make all rightful oaths, and will generally do everything possible to aid Assignee, its successors, legal representatives, and assigns to obtain and enforce the patents in all countries.

IN WITNESS WHEREOF, Assignor has caused this Assignment to be duly executed by its authorized representative as of the date first written above.

By:



George L. Miller  
Chapter 7 Trustee for Argose,  
Incorporated

NOTARY

On this 26<sup>th</sup> day of July, 2006, before me appeared  
George L. Miller, to me known and known to me to be the person described  
herein, and who executed the foregoing instrument and he acknowledged the same to be  
his free act and deed.

  
Notary Public

[Seal]



# Exhibit I to Assignment of Intellectual Property - Schedule of Intellectual Property

(This Schedule is identical in all respects to the Schedule A of Intellectual Property attached to the Agreement of Assignment of Intellectual Property and Sale of Other Items, by and between George L. Miller, Chapter 7 Trustee to Argose, Incorporated and Masimo Corporation, dated \_\_\_\_\_, 2006)

## Issued US Patents

Patent Number	Issue Date	Expiration Date	Inventor(s)	Title	Issue Date
6,597,932	09/18/2001	2/20/2001	60/183,345 2/18/2000	Generation of Spatially-Averaged Fluorescence-Excitation Map in Heterogeneous Tissue	07/22/2003
6,639,668	09/10/2002	11/03/2000	60/183,225 11/3/1999	Asynchronous Fluorescence Scan	10/28/2003
6,721,582 (CIP of 6,305,039)	09/18/2001	2/20/2001	09/287,486 4/6/1999 60/183,358 2/18/2000	Non-Invasive Tissue Glucose Level Monitoring	4/13/2004

## Pending US Patent Applications

Application Number	Filed Date	Expiration Date	Inventor(s)	Title	Filed Date
US2004/0106163	10/6/1995 (Cont. in Part)	01/10/2003	10/616,533 7/9/2000 60/438,837 1/9/2000 60/425,488 11/12/2002	Non-Invasive Measurement of Analytics	06/03/2004
N/A	11/224,090 Continuation of 10/788,023	9/12/2005	60/768,023 2/26/2004 09/785,547 2/20/2001 (now 6,721,582) 09/287,486 4/6/1999 60/183,358 2/18/2000	Non-Invasive Tissue Glucose Level Monitoring	N/A
N/A	11/145,342 (Cont.)	6/2/2005	10/638,656 8/11/2003 09/785,531 2/20/2001 60/183,358 2/18/2000	Multivariate Analysis of Green to Ultraviolet Spectra of Cell and Tissue Samples	N/A

<sup>1</sup> Argose, Inc. and The General Hospital Corporation have ownership interests in this patent.



National Stage (Based on NCI No. US01/55047)	WC2001/60246	JP2001/559347	2/26/2001	68/183,356 2/18/2000	Multivariate Analysis of Green to Ultraviolet Spectra of Cell and Tissue Samples	8/23/2001
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These Patent Applications have been abandoned but may potentially be reinstated.<sup>3</sup>

US PATENT NUMBER	US PATENT NUMBER	US PATENT NUMBER	US PATENT NUMBER	US PATENT NUMBER	US PATENT NUMBER
20030195401	10/444,001 (Cont. of 6,397,932)	5/22/2003	09/185,549 2/20/2001 60/183,345 2/18/2000	Generation of Spatially-Averaged Population-Emission Maps in Heterogeneous Tissue	10/16/2003
N/A	10/201,566	7/24/2002	60/307,389 7/25/2001	Adjunct Quantitative System and Method for Non-Invasive Measurement of In-Vivo Analysis	N/A
WO/2004/044557 <sup>4</sup>	19/71/852003/030366	11/12/2003	60/425,488 11/12/2002 60/438,837 1/9/2003 60/439,395 1/10/2003 60/447,403 2/13/2003 10/616,533 7/9/2003 10/617,915 7/10/2003 60/516,352 10/31/2003	Non-Invasive Measurement of Analysis	05/21/2004

<sup>3</sup> These applications are potentially "revivable" upon the filing of a Petition to Revoke an Unintentionally Abandoned Application and payment of a large Petition fee. However, there is no guarantee such a Petition will be granted by the US Patent and Trademark Office (USPTO). The USPTO may also require additional evidence of unintentional abandonment.

<sup>4</sup> The deadline for entering this PCT application into the national stage in all PCT member countries has passed, and the PCT application itself cannot not be revived or recovered; however, the national stage applications in Canada can be revived upon filing the necessary paperwork and paying surcharge fees. The deadline to revive the Canadian application is May 12, 2006. Please note that there is a U.S. counterpart application (USPN 10/33,863) currently pending.